



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 10, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 of February 10, 2015

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

### **SUN VALLEY PARK DRAIN AND INFILTRATION SYSTEM PROJECT MEMORANDUM OF UNDERSTANDING (SUPERVISORIAL DISTRICT 3) (3 VOTES)**

#### **SUBJECT**

This action is to execute a Memorandum of Understanding with the Council for Watershed Health to augment our sampling efforts at Sun Valley Park Drain and Infiltration Project for their study to assess the long-term effects of stormwater infiltration on groundwater quality in the Los Angeles Basin.

#### **IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is categorically exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Director of Public Works or her designee, acting as the Chief Engineer of the Los Angeles County Flood Control District, to enter into a Memorandum of Understanding with the Council for Watershed Health to augment our sampling efforts at Sun Valley Park Drain and Infiltration Project for their study to assess the long-term effects of stormwater infiltration on groundwater quality for 2 years.
3. Authorize the Director of Public Works or her designee, acting as the Chief Engineer of the Los Angeles County Flood Control District, to enter into amendments or modifications of the Memorandum of Understanding, to extend the term by not more than 2 years, and make any nonmaterial changes to the term of the Memorandum of Understanding, if the Director or her

designee determines that it is appropriate and in the Los Angeles County Flood Control District's interest to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Sun Valley Park Drain and Infiltration System Project was completed in 2006 by the Los Angeles County Flood Control District (LACFCD) as a project identified in the Sun Valley Watershed Management Plan. The project collects stormwater from a 21-acre tributary area through a constructed storm drain to the Sun Valley Park. Runoff is routed through a water quality treatment system at the park to remove suspended solids and heavy metals. The treated runoff is then directed into two underground infiltration basins where the water is naturally filtered and recharged into the groundwater aquifer.

The Council for Watershed Health (CWH) is a nonprofit corporation, which has received a grant from the California State Water Resources Control Board, Proposition 84 to perform a study to assess the effect of long-term stormwater infiltration on groundwater quality. This study will require groundwater monitoring for a total of five locations across the Los Angeles area. This study will build on the successes and knowledge gained from the two earlier phases of the CWH's Los Angeles Water Augmentation Study to demonstrate the positive impacts and multiple benefits of Stormwater Infiltration Best Management Practices including, but not limited to, increasing local water supplies, improving water quality, and reducing flood impacts.

The Sun Valley Park Drain and Infiltration System was implemented to provide stormwater treatment and subsequent infiltration to improve the groundwater supply in the area. As such, the LACFCD has a strong interest in understanding the trends in groundwater quality and the effects of infiltration on the water quality. The LACFCD currently conducts semi-annual monitoring at Sun Valley Park to assess the performance of the Sun Valley Drain and Infiltration System. The CWH's study will utilize the LACFCD's existing data and augment our current monitoring efforts to build on the knowledge of groundwater infiltration.

The purpose of the recommended actions are to authorize the Director of Public Works or her designee, on behalf of the LACFCD, to execute a Memorandum of Understanding with the CWH, substantially similar to the enclosed, for augmenting our sampling efforts at the LACFCD groundwater monitoring wells for the Sun Valley Park Drain and Infiltration System Project site, and to delegate authority to the Chief Engineer of the LACFCD or her designee to execute nonmaterial amendments and modifications of the Memorandum of Understanding.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3) to put forth collaborative efforts and maximize opportunities to improve community health. The study is a collaboration that will provide health benefits to the community by assessing the long-term impacts of groundwater infiltration on water quality.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The study cost of approximately \$34,578 will be funded by the CWH. The LACFCD will initially fund the sampling and the CWH will reimburse the LACFCD with grant funding. Funding for this study is included in the LACFCD Fund Fiscal Year 2014-15 Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Memorandum of Understanding has been reviewed and approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The project, which consists of basic data collection and research activities, is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15306 of the CEQA Guidelines and Class 6(b) of the County's Environmental Reporting Procedures and Guidelines, Appendix G. In addition, the project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact to current services.

Approval of the recommended action will benefit the LACFCD by providing research results that will assess the impact of stormwater infiltration and inform groundwater recharge efforts at future sites in the Los Angeles Basin.

**CONCLUSION**

Please return an adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:TMG:sw

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**for**  
**Sun Valley Park Monitoring Collaboration between**  
**Los Angeles County Flood Control District and Council for Watershed Health**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the Los Angeles County Flood Control District (LACFCD) and the non-profit corporation, the Council for Watershed Health (CWH);

WHEREAS, CWH has received support from the California State Water Resources Control Board (SWRCB), Proposition 84 funding "Assessing the effect of long-term stormwater infiltration on groundwater quality, continued monitoring of the Los Angeles basin Water Augmentation Study infiltration Best Management Practices (BMPs)". Five locations across Los Angeles will be monitored as part of this research study;

WHEREAS, CWH, desires to use Sun Valley Park as one of the locations to be monitored as part of the research study;

WHEREAS, LACFCD performs semi-annual monitoring and data analysis for the Sun Valley Park Drain and Infiltration System. LACFCD performs one sampling event during the dry season and one sampling event during the rainy season annually;

WHEREAS, LACFCD has already performed the dry season sampling event for 2014, however, CWH desires that an additional sampling event be performed during the 2014 dry season;

THEREFORE in consideration of the mutual benefits to be derived by the LACFCD and CWH and of the promises herein contained, it is hereby agreed as follows.

**(1) RESPONSIBILITIES OF LACFCD:**

- a. LACFCD shall perform one additional sampling event during the 2014 dry season. This sampling event shall consist of collecting water samples from the three (3) groundwater monitoring wells up and down gradient of Sun Valley Park, using sample bottles provided by CWH, and delivery of those samples to Weck Laboratories, Inc. (City of Industry).
- b. LACFCD shall analyze the water samples collected during its annual 2014-15 rainy season and 2015 dry season sampling events for additional constituents identified by CWH.
- c. LACFCD shall perform one additional sampling event during the 2014-15 rainy season. This sampling event shall consist of collecting water samples from the two (2) downstream groundwater monitoring wells and



three (3) lysimeters installed around the active infiltration gallery zone of the Sun Valley Park Drain and Infiltration System, and delivery of those samples to Weck Laboratories, Inc. (City of Industry).

- d. LACFCD shall submit invoices to CWH identifying the costs of the sampling activities and laboratory analysis described in subsections a, b and c, above. The costs identified in the invoices shall be in accordance with the attached budget.
- e. LACFCD shall indemnify, defend and hold the CWH harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or caused by the activities described in subsections a, b and c, above, except to the extent caused by CWH.

**(2) Responsibilities of Council for Watershed Health:**

- a. CWH shall provide sample bottles from Weck Laboratories to LACFCD for the sampling events referred to in Sections (1)a and (1)c, above.
- b. CWH shall provide LACFCD with a list of constituents to be included in the laboratory analysis of the water samples described in Section (1)b, above.
- c. CWH shall pay the amounts identified in the invoices submitted by LACFCD pursuant to Section (1)d, within 60 days of when CWH receives payment from the State of California.
- d. CWH shall pay all costs related to all laboratory analysis or other work by Weck Laboratories, Inc., directly to Weck Laboratories, Inc., and LACFCD shall not be responsible for any such costs.

**(3) CWH and LACFCD both agree to:**

- a. Carry out their respective responsibilities in accordance with the attached schedule b. Share water quality data from Sun Valley Park Drain and Infiltration System on request; from the ELAP Certified Laboratory conducting the analysis.

**(4) TERM OF AGREEMENT**

This agreement is to be in effect until close of the SWRCB grant agreement 12-425-550 with CWH, currently scheduled to close in 2016.

**(5) CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this MOU or to the scope of work may be made at anytime by mutual written consent between the parties herein (LACFCD and CWH).

**(6) REPRESENTATIVES FOR THE PARTIES**

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

Angela George  
Assistant Deputy Director  
Watershed Management Division, 11<sup>th</sup> Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Tel: (626) 458-4309

**COUNCIL FOR WATERSHED HEALTH**

Nancy L. C. Steele, D.Env.  
Executive Director  
700 North Alameda Street  
Los Angeles, CA 90012  
Tel: (213) 229-9945

For job scheduling, locations and other questions, please contact Dr. Emily Daniels,  
Project Manager, at (213) 229-9953.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Deputy

COUNCIL FOR WATERSHED HEALTH

By \_\_\_\_\_  
Nancy L. C. Steele  
Executive Director



Monitoring Location Map – Sun Valley Park (Sun Valley)



JOINT MONITORING BUDGET FOR SUN VALLEY PARK BMPS

| <b>Dry-2014 Monitoring Dry Season - LACFCD May + CWH</b>  | LACFCD          | CWH             | Total           |
|---|-----------------|-----------------|-----------------|
| Field contractor cost for well sampling - Consultants Labor, Materials (\$1890) + ODCs such as equipment rental and waste transport/disposal(\$940) | \$2,830         | \$2,830         | \$5,660         |
| Analysis cost for 3 Groundwater well samples (\$367/sample for LACFCD constituents, \$1237/sample for CWH constituents Weck)                        | \$1,101         | \$3,711         | \$4,812         |
| <b>TOTAL</b>  |                 |                 | <b>\$10,472</b> |
| <b>Wet Season Monitoring (Storm 1 ~ 2014/2015) - LACFCD &amp; CWH</b>   |                 |                 |                 |
| Field contractor cost for well sampling - Consultants Labor, Materials (\$1890) + ODCs such as equipment rental and waste transport/disposal(\$940) | \$2,830         |                 | \$2,830         |
| Analysis cost for 1 Surface water sample (\$1257 Weck Lab)  |                 | \$1,257         | \$1,257         |
| Analysis cost for 3 Lysimeter samples (\$367/sample for county constituents, \$734 for CWH constituents BC lab)                                     | \$1,101         | \$2,202         | \$3,303         |
| Analysis cost for Groundwater well samples (3x \$367/sample for LACFCD constituents, 2x \$826/sample for CWH @ downgradient)                        | \$1,101         | \$1,652         | \$2,753         |
| <b>TOTAL</b>  |                 |                 | <b>\$10,143</b> |
| <b>Wet Season Monitoring (Storm 2 ~ 2014/2015) - CWH only</b>   |                 |                 |                 |
| Field contractor cost for well sampling - Consultants Labor, Materials (\$1890) + ODCs such as equipment rental and waste transport/disposal(\$940) |                 | \$2,830         | \$2,830         |
| Analysis cost for 3 Lysimeter samples (\$750/per sample Weck)   |                 | \$2,250         | \$2,250         |
| Analysis cost for 2 downgradient Groundwater well samples (\$1237/sample, CWH constituents Weck)  |                 | \$2,474         | \$2,474         |
| <b>TOTAL</b>  |                 |                 | <b>\$7,554</b>  |
| <b>May-2015 Monitoring - LACFCD &amp; CWH</b>   |                 |                 |                 |
| Field contractor cost for well sampling - Consultants Labor, Materials (\$1890) + ODCs such as equipment rental and waste transport/disposal(\$940) | \$2,830         |                 | \$2,830         |
| Analysis cost for 3 Groundwater well samples (\$367/sample for County constituents, \$826/sample for CWH constituents )                             | \$1,101         | \$2,478         | \$3,579         |
| <b>TOTAL</b>  |                 |                 | <b>\$6,409</b>  |
| <b>GRAND TOTAL OF COSTS FOR 4 JOINT MONITORING EVENTS</b>   | <b>\$12,894</b> | <b>\$21,684</b> | <b>\$34,578</b> |

**Note: wet season monitoring will be in response to rain events.**

**Management alternates which 1 of the 2 infiltration galleries are active at any time, therefore 3 of the 6 lysimeters will collect sample from the infiltration gallery at any time.**